

MINUTES

**CITY OF WARR ACRES
REGULAR CITY COUNCIL MEETING
TUESDAY
FEBRUARY 17, 2009
6:00 P.M.**

1. The meeting was called to order at 6:00 p.m. Declaration of a quorum present was given. The Flag salute was lead by Chief Carter and the Invocation was given by Mayor Tardibono.

ROLL CALL

PRESENT

Mayor Marietta Tardibono
Vice-Mayor Phil Owens
Councilman Dean Johnson
Councilman Richard Bricker
Councilman Mike Gossman
Councilwoman Nancy Olson

ABSENT

Councilman Doug Davis
Councilman Christian Portwood

STAFF PRESENT

Pamela McDowell-Ramirez, City Clerk
Robert Jernigan, City Attorney
Roger Patty, Police Chief
Rob Carter, Fire Chief
Mike Turman, City Inspector
Scott Barrett, City Engineer

Item 3 was heard before item 2.

2. Call to the Public.

Kim Curtis addressed the council telling them that she needed to replace the water lines at her home and had been going through OKC applying for a loan or a grant to make the repairs. She said that when they discovered that she lived in Warr Acres they told her that she could not do the program and should contact Warr Acres. She asked if the city had such a program or if they would consider starting one. She was told that the city did not have a program. Attorney Jernigan stated that he would check into it with the attorney from OKC and see if she could get the funding since water comes from OKC.

Jessie Simmons thanked the Mayor and told her that she had done a great job and he knew that she put her whole heart into it. He said that he was sorry that she had to deal with all the fighting. He questioned item eight on the agenda and stated that he thought that before the city could put a crosswalk at 63rd and College they would need to get permission from OKC. He said the city is spending a lot of money out right and needs to rebuild the General fund and Reserves.

Item 3 was heard before item 2.

3. Presentation by the Mayor.

The Mayor presented a Certificate of Appreciation to Mr. and Mrs. Goodman for volunteering 275.5 hours for the Police department.

Item 2 was heard after item 3.

4. Mayor's Farewell speech.

FAREWELL-STATE OF THE CITY – February 17, 2009

As Charles Dickens once wrote, "It was the best of times and it was the worst of times." Warr Acres has seen its share of turbulent times in the past six years but we've also experienced some real success since I came into office. The year 2003 was the beginning of feeling the effects of losing Wal-Mart in 2000. It was evident that drastic measures were needed to be taken to weather this storm. Some of these measures were: The changing of the sanitation department to a four-day work week, the downsizing of employees from 89 in 2003 to 57 in 2007, the beginning of a much needed street updating project, selling the car dealership, and the biggest sacred cow of all—our sales tax. As a dark horse mayoral candidate, an unknown, and a woman, making some of these tough but necessary decisions ruffled some feathers in this good ole-boy town. But we weathered the storm. And we have come through that storm better than we were before. All the employees and this council took the necessary steps to tighten spending. Each department made the necessary sacrifices needed to stay afloat. The main thing at stake was the life of this City and the lifestyle that the citizens have chosen to maintain. You, the voters, saw the need and stepped up to the plate by approving both penny sales taxes. The citizens could have rejected these penny increases and been annexed into Oklahoma City. But they made their voice heard loud and clear that they are not ready to go down without a fight. I hope our new leadership will not silence their voice and will make good decisions to honor the financial sacrifices of our businesses and citizens. The wisdom of the citizens in supporting the penny increases has improved our revenues, bringing them to an all time high of just under half a million dollars in the month of December. This is the most revenue we have received since Wal-Mart left. The old adage says, "Leave this world a better place than when you found it." With all due respect, I can honestly say that we are better off today than we were six years ago. Let's take a look in depth at some of the changes that have taken effect.

Today there are 73 full time employees. Because you, the voters, recognized the need to increase our sales tax, we have been able to replace two firefighters which bring our Fire Department up to full staffing, and will soon be receiving a brand new fire truck. We have hired four new police officers and have obtained a canine officer. We have replaced old worn out patrol cars with slightly used ones and have conducted two "Citizens' Police Academies." We have hired a Code Enforcement Officer and a Public Works Director, and replaced old, worn out sanitation trucks and street equipment. In December, 2007, we experienced a debilitating ice storm. After the storm was over, we received FEMA and State monies in the amount of \$291,135.66 in increments over the next fiscal year, which allowed us to buy a brand new grapple truck used to pick up tree limbs and debris from the storm. This has enabled us to initiate a quarterly big trash pick up much appreciated by all the residents. At present, we are in the midst of replacing the 50-year old sewer lines. This project will take an enormous amount of funds that would not have been previously available. One of the new signs entering Warr Acres says "Together we are stronger." Indeed, working together has allowed us to put this city on a firm footing. The sanitation trucks tell a new story... "Wonderful Living in Warr Acres." And to keep the wonderful living feeling for our seniors, we obtained a new agreement that will help us in maintaining the Community Center into the future. There are many good things coming in the future. Our Recycling Program and Beautification Projects will maintain Warr Acres as a beautiful place to live. New businesses are moving in and our first hotel will be finished soon. A couple of new strip malls are soon to open, and a new housing addition will be built as the economy turns around. Yes, we have much to look forward to.

As I leave office after six wonderful years, I want to take time to thank you, this council, the great citizens of Warr Acres, and all the employees. When I came into office I found a hardworking, loyal city staff that I will miss tremendously. Their help has gotten me through many a hardship and I would have been lost without them; likewise, the Police, Fire, and Public Works Departments. You guys make this city a safe, secure, and wonderful place to live, work, and raise a family. You have truly blessed me and enriched my life. It has been a privilege and an honor to serve you, and to serve with you in trying times as well as in times of rejoicing. We have so much to be thankful for. During these years I have met so many gracious people and made so many wonderful friends: citizens, business owners, employees. Warr Acres is built on your integrity and compassion. I truly have a great respect for all of you, and I truly have a peace about leaving the city stronger than I found it and in the capable hands of those who come after me. The first signs of spring are beginning to sprout the daffodils along our main roadways. When you see the yellow blooms say a prayer for me and I will do the same for you. Let us be reminded of another one of our Welcome to Warr Acres signs quoting the words from President Ronald Reagan, "a city set on a hill." That's my vision for my city, Warr Acres. Ronald Reagan said this in his farewell address: "We've done our part...My friends: We did it. We weren't just marking time. We made a difference. We made the city stronger. We made the city freer, and we left her in good hands. All in all, not bad, not bad at all." I think that sums it up well...All in all, not bad, not bad at all. Marietta Tardibono, Mayor Warr Acres

5. CONSENT DOCKET: (individual items may be deleted from the consent docket for discussion and action under #6.

A. Approval of the minutes from the Regular meeting of January 20, 2009.

B. Approval of Expenditures ****

General Fund	\$70,460.69
CIP Fund	\$ 5,730.78
Sewer Line	\$ 8,200.00

C. Approval of Actual Expenditures for January 2009 and Proposed Expenditures for February 2009. ****

D. Sales Tax History Report. ****

E. Approval to surplus Officer Greenwood's Glock, per contract serial #DSU122.

F. Approval to surplus Sergeant McCleery's badge, per ordinance.

Motion by Johnson, second by Bricker to approve the consent docket. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

6. Discussion and possible action on items removed from the consent docket.

Moot.

7. Receive reports from Staff: Police, Fire, City Clerk, City Attorney, City Inspector, Street, Sanitation, Sewer, City Engineer, and City Planner. ****

Chief Patty stated that he had spoken with the fleet manager in OKC and they have never seen a wiring harness problem and that he would be discussing it with Ford as well as the fuel pump issue.

Chief Carter told that he and Clerk Ramirez had attended a luncheon with EMSA.

Clerk Ramirez stated that in today's mail she had received two Ordinances from OMRP that need to be approved before the next council meeting. The council asked if they could take this up under new business and Attorney Jernigan stated that they could not. There will be a special meeting on Monday, February 23rd.

Attorney Jernigan stated that he had the final documents on the Windtree deal and that he was turning them over to the City Clerk. He said that the property can be used in any manner that the city wishes and that the final adopted plan was the best for the city.

Inspector Turman said that the dirt work had begun at Golden Corral and the first floor of the hotel was nearly finished. He said that El Polo Chulo and Luby's were almost finished and that Putnam City opened the west half of the new building and were still working on the east half and hoped to be finished by summer.

The Mayor stated that they should all be grateful that the tornado stopped at Rockwell and did not move down the Highway to the hotel.

Public Works Director Turman told the council that he had given them a report of what he had been doing. He said that a new manhole had to be put in over by the Putnam City Administration building. He stated that when the building was built the line was not secured and there was a stretch between manholes that was over 450 feet. He said that with the new manhole the stretch is around 200 feet.

Engineer Barrett stated that he had received plans for Cherokee Crossing and that he has made some revisions to the drainage plans.

8. Discussion and possible action on a recommendation from the Traffic Commission to place a crosswalk at 63rd and College.

Chief Patty stated that this item was brought to the Traffic commission by a citizen who was requesting a light be placed there. He said that there is a mother that crosses 63rd there that is blind and uses her children to help her cross and one of them is deaf. He stated that the Traffic Commission recommended placing a crosswalk with warning signs. There was discussion as to whether the city would need permission from OKC to place the crosswalk there and it was decided they would find out and place this item on the special meeting for Monday, February 23rd.

Motion by Owens, second by Johnson to continue the item to the special meeting on Monday, February 23rd. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

9. Final Public Hearing and possible action on a minor lot split located at 5500 NW Expressway. Applicant/owner: Thomas Lay ****

Inspector Turman told the council that there were 11 notices sent out and none were returned and there was no protest. The Planning Commission recommended approval. Mr. Lay told the council that if approved an emergency health facility would be located there.

Motion by Olson, second by Bricker to close the public hearing. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

Motion by Owens, second by Bricker to approve the lot split. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

Item 16 was heard before item 10.

10. A. Possible approval of an agreement between the City of Oklahoma City and the City of Warr Acres to permit the installation of one signal pole in Oklahoma City right-of-way. (Barrett)

Attorney Jernigan handed out an agreement that needs to be approved by the council and then will be presented to the OKC council for approval. He said that the agreement would not terminate, it would stay in affect as long as the light was there.

Motion by Owens, second by Gossman to approve the agreement. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

- B. Discussion and possible action to review the bids received for the 63rd & Grove Signalization project and possible award of the contract per the recommendation of the City Engineer to Traffic Signals, Inc. in the amount of \$86,715.35. Appropriation of funds from the CIP Fund. (Barrett)

Engineer Barrett told the council that the contractor agreed to extend the bid for another 30 days.

Motion by Bricker, second by Johnson to continue B to the March meeting. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

11. A. Possible approval of an agreement between the City of Warr Acres and The Pines Home Owners Association relating to the Home Owners

Association's responsibilities for the tree removal and dam rehabilitation portions of the contract. (Jernigan)

Attorney Jernigan handed out an agreement that he prepared and told the council that he did not like what the homeowners attorney had prepared and had asked them to rewrite it and they did not. He said this agreement sets out when payment is to be made and the money will be placed in an escrow account. If there is a change in the amount owed they will be required to add money to the account. Attorney Jernigan gave the City Clerk a copy of the agreement and asked for it to be made a part of the minutes.

AGREEMENT

FOR

THE REHABILITATION OF THE PINES EAST LAKE DAM

This AGREEMENT, entered into this ____ day of February, 2009, by and between the City of Warr Acres ("the City") and The Pines Home Owners Association ("HOA") for the following intents and purposes and subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the HOA is the owner of certain property commonly known as "The Pines East Lake" and certain property commonly known as "The Pines East Lake Dam" (East Lake Dam), and

WHEREAS, the City owns and operates a sanitary sewer line and easement which runs through much of the East Lake Dam, and

WHEREAS, pursuant to an Order of the Oklahoma Water Resources Board, the East Lake Dam is in need of rehabilitation, including removal of trees pursuant to the Engineering Plan created by the HOA's engineer, Harold Springer, and

WHEREAS, the sanitary sewer line running through the East Lake Dam is in need of rehabilitation, and

WHEREAS, the sanitary sewer line must be secured, protected and stabilized prior to the removal of any large trees and the rehabilitation of the East Lake Dam,

NOW, THEREFORE, be it mutually understood, covenanted and agreed to by and between the parties hereto, as follows:

1. The City has solicited bids for a project which is mutually beneficial to the City and the HOA known as:

Project No. SS-004
Sanitary Sewer Rehabilitation
The Pine East Dam Sewer Lines
& Covington Lane Manholes

2. The bid packet for the project described in Paragraph 1 above (hereafter referred to as "Project") is attached to this agreement as ADDENDUM "A" and is incorporated by reference herein. The Project includes work for the mutually beneficial purpose of stabilizing and protecting the City's sewer line running through the East Lake Dam, and for the purpose of implementing the HOA's engineering plans, designed by Harold Springer, for the East Lake Dam remediation and tree removal.

3. The City shall select and award the contract for the Project pursuant to the terms outlined in ADDENDUM "A." The successful bidder shall hereinafter be referred to as "Contractor."

4. The bidding for the Project shall include itemized bids for work enumerated on pages BP 3 and BP 4 contained within ADDENDUM "A." The City shall be responsible for the costs contained within the winning bid (hereafter referred to as "the Winning Bid") for those items outlined on line items 1, 2, 3, 7, 8, 9, 10, 11 and 12 on pages BP 3 and BP 4 of ADDENDUM "A." Further, should an Amendment / Change Order be required (see item 8 on pages SPG 2 and SPG 3 of ADDENDUM "A") resulting in an increase in the cost of the Winning Bid associated with the line items referenced in this Paragraph, then the City shall be responsible for the additional cost.

5. The HOA shall be responsible for the costs contained within the Winning Bid for those items outlined on line items 4, 5 and 6 referenced on page BP 3 of ADDENDUM "A"(the projects associated with these three line items hereafter referred to as "the HOA's portion of the Project"). Further, should an Amendment / Change Order be required (see item 8 on pages SPG 2 and SPG 3 of ADDENDUM "A") resulting in an increase in the cost from the Winning Bid associated with the HOA's portion of the Project, then the HOA shall be responsible for the additional cost.

6. Escrow Payment. The HOA and the City shall open an escrow account at First Fidelity Bank (hereafter "the Bank") for the purpose of maintaining funds from the HOA to cover the cost of the HOA's portion of the Project. The City and the HOA shall execute an escrow agreement in a form satisfactory to the Bank. Once the account is opened, the HOA shall deposit \$31,000.00 into the escrow account, such deposit to be made prior to the City's acceptance of a bid for the construction costs. Should this amount be insufficient to cover the projected cost attributable to the HOA's portion of the Project contained within the Winning Bid, then the HOA shall deposit additional funds into the escrow account in an amount sufficient to cover the full projected cost of the HOA's portion of the Project within seven (7) business days of receiving notice from the City of the final projected cost. Should an Amendment / Change Order be required resulting in an increase in the projected cost from the Winning Bid associated with the HOA's portion of the Project, and should the amount contained within the escrow account be insufficient to cover the additional cost attributable to the HOA's portion of the Project,

then the HOA shall deposit additional funds into the escrow account in an amount sufficient to raise the amount contained within the escrow account to a level sufficient to cover the HOA's portion (see Paragraph 5 above) of the amended cost of the Winning Bid within seven (7) business days of receiving notice from the City of the cost of the Amendment / Change Order.

7. Payment and Retainage. The terms of the contract between the City and the Contractor require the City to make the actual partial payments to the Contractor for all work done on the Project (see item 13, page SPG 4 of ADDENDUM "A"). The HOA shall reimburse the City for the cost of the work performed on the HOA's portion of the Project from the amount in the escrow account. The reimbursement shall be made on the following terms: the City shall provide the HOA with a copy of the invoice submitted by the Contractor to the City as well as any application for payment submitted by the Contractor to the City. The HOA shall make partial

payments to the City for work done attributable to the HOA's portion of the Project based on the work completed as stated on the invoice and application for payment made by the Contractor to the City, such payments from the escrow account to be authorized by the HOA within five (5) business days of receipt of the above referenced documentation from the City. Failure of the HOA to timely authorize any payment shall be considered grounds for the City to initiate the appropriate legal proceedings against the HOA to recover funds from the HOA sufficient to cover either the cost of the partial payment and/or the total cost of the HOA's portion of the Project. If the HOA is otherwise in compliance with its obligations under this Agreement, it may initially retain up to ten percent (10%) of the partial payments in the escrow account as retainage. However, at the time the Contractor has completed in excess of fifty percent (50%) of the total contract amount on the Project, the retainage shall be reduced to five percent (5%) if the City's engineer determines that satisfactory progress has been made on their respective portions of the Project. In making such a determination, the City's engineer may consult with the HOA's engineer, Harold Springer or his authorized representative (hereafter referred to as "the HOA's Engineer"), to determine whether any work performed on the HOA's portion of the Contract is satisfactory. Any cost assessed by the HOA's engineer for services rendered under this Paragraph shall be the sole responsibility of the HOA, and may not be paid from the funds contained in the escrow account.

8. Final Payment and Refund of Excess Escrow Funds. On completion of the work on the Project, but prior to the acceptance thereof by the City, it shall be the duty of the HOA Engineer to determine that work attributable to the HOA's portion of the Project has been completely and fully performed in accordance with the Contract Document, and upon making such a determination, the HOA Engineer shall issue his final certification to the City. Any cost assessed by the HOA's engineer for services rendered under this Paragraph shall be the sole responsibility of the HOA, and may not be paid from the funds contained in the escrow account. Pursuant to the terms of ADDENDUM "A," the Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work on the Project have been fully paid and settled. Thereupon, the final estimate (including retainages) for the HOA's

portion of the Project will be paid to the City. Upon acceptance of those funds by the City, the HOA shall be refunded any remaining funds contained within the Escrow account, if any, referenced in Paragraph 6 above.

9. Failure to Certify or Failure to Tender Final Payment. The HOA shall not be entitled to recover any excess fund from the escrow account until its engineer issues the certification provided in Paragraph 8 and the City has received the final, full payment from the HOA for the HOA's portion of the Project. Should the HOA's engineer refuse or fail to make such a certification or should the HOA fail to authorize the final, full payment for the HOA's portion of the Project, then the HOA shall not be entitled to payment of any monies remaining in escrow until the terms of Paragraph 9, below, are satisfied.

10. Indemnification. The HOA shall defend and indemnify the City, and any participating public trust, their officers, agents and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, in connection with the HOA's refusal or failure to certify (see Paragraph 8) that the Contractor's work on the HOA's portion of the Project was satisfactorily completed or failure to tender payment (final or partial) for the HOA's portion of the Project. The HOA may use any remaining monies contained in the escrow account **only** for the purpose of paying: (A) the total cost of the HOA's portion of the Project, or (B) any damages or liability incurred by the City under this Paragraph as established by Order of a Court of competent jurisdiction or through a settlement between the City and the Contractor. Upon a final resolution of any claims, damages, suits, costs, expense, liability, actions or proceedings between the City and the Contractor associated with the Project or between the City and the HOA associated with this Agreement, the HOA shall be entitled to payment of any funds still remaining in the escrow account after such claims, damages, suits, costs, expense, liability, actions or proceedings are fully and finally settled.

11. Nothing within this agreement shall be interpreted as establishing any obligation on behalf of the City to maintain the East Lake Dam at any time (during or after the construction).

The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper official(s), and attach copies of such resolution to this Agreement.

Entered into on this _____ day of February, 2009.

The Pines Home Owners Association
President
The Pines Home Owners Association

APPROVED AS TO FORM AND
LEGALITY
Attorney for The Pines HOA

ATTEST

The City of Warr Acres

City Clerk

Mayor

APPROVED AS TO FORM AND LEGALITY

Motion by Tardibono, second by Olson that the proposed contract as presented be approved by the city, substantially to form subject to final ratification of approval subsequent to approval of The Pines. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

- B. Discussion and possible action to review the bids received for The Pines Dam Sewer project, which includes the rehabilitation of two manholes at Covington Lane, and possible award of the contract per the recommendation of the City Engineer to Cimarron Construction in the amount of \$97,315.00. Appropriation of funds from the Sewer Maintenance Fund. (Barrett)

Engineer Barrett stated that he had not been able to get in contact with Cimarron Construction to see if they will extend the price.

Motion by Bricker, second by Gossman to continue B to the March meeting. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

- 12. Discussion and possible action on items related to the interceptor sewer project as follows:

- A. Possible approval of the Phase 2 and Phase 3 Interceptor Sewer Video Inspection Reports prepared by the City Engineer. (Barrett)

Engineer Barrett said that when he was working on the report and the consent order for 63rd and Grove lift station he decided that the city needed to solicit for services to flow meter test the lines. He stated that the DEQ would require the city to have new test and so they should be done now and included in the report. He said this was only a report and no action was needed on this item.

- B. Possible approval to Authorize the City Engineer (Legacy Engineering) to begin preparing plans and specifications for the rehabilitation of the interceptor sewer line in accordance with the engineering fee proposal dated _____ in the amount of \$ _____. Said plans shall be prepared using the recommendations of the Phase 1, Phase 2 and Phase 3 Interceptor Sewer Video Inspection Reports or as amended by the City Council. Engineering fees will be invoiced separately from the city engineer retainer contract and shall be paid for out of the Sewer Line Maintenance Fund. (Barrett)

Item B was pulled from the agenda.

- C. Possible approval to authorize the City Engineer to begin the application process to obtain funding from the Oklahoma Water Resources Board for the Interceptor Sewer Project. (Barrett)

Engineer Barrett told the council that he and Mr. Turman had met with the Water Resources Board on funding and a 20 year loan has a very low interest rate and the city would have a good chance at receiving a loan. Attorney Jernigan stated that the loan would be made through the Public Works Trust and as far as he knew Warr Acres is the only city in the state that has never done a loan or bond.

No action was taken on item C.

Item 17 was heard after item 12.

13. Discussion and possible action to authorize the City Engineer and the City Planner to begin the application process to obtain Community Development Block Grant Funding for the 33rd & Hammond Storm Water Detention Project. (Barrett/Rice)

City Planner Rice stated that he had not been able to get in contact with the appropriate person. He had nothing to report.

Motion by Tardibono, second by Johnson to continue the item to the March meeting. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

14. Discussion and possible action on two items related to the MacArthur Street Improvement Projects as follows:
- A. Possible approval of a report from the City Engineer recommending phasing changes for the remaining portions of the MacArthur Street Improvement projects. (Barrett)

No action was taken on item A.

- B. Possible approval to authorize the City Engineer (Legacy Engineering) to begin work on the preparation of plans and specifications for the reconstruction of MacArthur from north of 36th Street to north of 42nd Street widening the street to 5 lanes including plans for the relocation of water and sewer lines as necessary, in accordance with the engineering fee proposal dated January 15, 2009 in the amount of \$_____ for Tasks 1 through 5 plus hourly fees for work performed during Tasks 6 and 7.

Councilman Johnson stated that he had received word that there would be no stimulus money for projects for cities. This work can be done at a later date no need for it currently.

15. Discussion and possible action to approve bid specs for a new phone system.

Chief Patty stated that Officer Goodman put together the bid specs and they look good to him. Chief Patty stated that it was prepared two ways, one to replace the system and keep the phones we currently have and the other is to replace everything. He said he would like for the attorney to look over it for legality. Councilman Owens stated that it needed to be proof read before it goes out because he found errors.

Motion by Olson, second by Johnson to approve the bid specs and advertise for bids. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

Item 19 was heard after item 15.

Item 16 was heard before 10.

16. Discussion and possible action on approving the job description and salary for a Building Inspector and advertising for the position of Building Inspector.
(Tardibono) ****

Councilman Bricker stated that the city needed to make sure that they hire a person that meets all state requirements. The Mayor stated that they would take applications for two weeks and then Mr. Henley will narrow the applications down and then the committee will do the interviews. Councilman Bricker asked if Mr. Henley was on contract with the city to do that. Mr. Henley stated that he was only on contract to do the Handbook currently, but would be willing to do whatever the city wants him to do. The beginning pay is \$38,500.

Motion by Johnson, second by Olson to approve advertising for a Building Inspector with the statutory requirements and pay according to the Henley pay scale and job description. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

Item 10 was heard after item 16.

Item 17 was heard after item 12.

17. Discussion and possible action on raises for the Non-contract employees based on the average percentage that was given to the Contract employees and adjusted to fit into the Henley pay plan and appropriation of funds to cover said raises from the rainy day fund. (Ramirez)

The Mayor asked Mr. Henley to address the council on this item. Clerk Ramirez stated that she was the one that put this proposal together and not Mr. Henley. Mr. Henley stated that he did not know why he was needed on this item. Attorney Jernigan told the Mayor that they needed to take a recess so that he could discuss something with Clerk Ramirez.

The council took a recess at 7:23 p.m. and returned at 7:36 p.m.

Motion by Tardibono, second by Olson to continue this item to the special meeting on Monday, February 23rd. Poll vote: Johnson, yea; Owens, nay; Bricker, nay; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed.

Item 13 was heard after item 17.

19. Discussion and possible action on surplusizing Sgt. McCleery's Glock, serial #DSU121 and allow him to retain possession of it on condition that he replaces the weapon with a new one.

Chief Patty said that in the last contract it was approved that officers putting in 20 years could keep their service weapon. However, Sgt. McCleery did not put in 20 years with Warr Acres but he would like to retain his weapon and purchase a new one for the city.

Motion by Gossman, second by Johnson to approve. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

20. Discussion and possible action on surplusizing Sgt. McCleery's body armor and approval to sell said body armor to Sgt. McCleery for \$450. And appropriate funds paid for the body armor by Sgt. McCleery to the Police Quartermaster for the purchase of future body armor.

Chief Patty said that body armor is fitted for each person and could not be used by a new person. He said that this body armor was purchased under contract and cost the city \$450 and new one would cost \$600. Sgt. McCleery will pay the full amount of \$450 and it will be put into the police budget to go towards the purchase of new armor for his replacement.

Motion by Johnson, second by Bricker to approve. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

21. Discussion and possible action on adjusting the Sanitation and Sewer Supervisors pay back to proper level because of the hiring of the Public Works Director.
Bricker

Attorney Jernigan stated that it was his opinion that this is not for the council to decide that they are to appropriate funds and the Mayor is to make these kinds of decisions. He stated that she had already taken care of the issue. Councilman Bricker stated that he knew what she had done and asked if there was money in the Street department's budget for what she had done.

22. Discussion and possible action on establishing an equipment replacement fund from General Fund. *Johnson* *****

Councilman Johnson stated that it was time to be proactive and start putting money away for the replacement of equipment. He wants money put into each department's budget based on what the new piece of equipment will cost and how long before it will be replaced that way the money will be there when it is needed. Councilman Bricker said that it would not be there because if it is put in their department budgets then they will spend it. Chief Patty stated that Midwest City and Bethany charge a release fee for processing releases for vehicles. That money is then put towards future police vehicle purchases. He will bring back information on this at the March meeting. Attorney Jernigan stated that revenue producing services should pay for their cost. Councilman Gossman stated that something needed to be done but it would take time. Councilman Johnson said that he wants to be able to see all items lined out and to stream line the budgets.

23. A. Discussion and possible action on an Ordinance adopting the Municipal City Code of Warr Acres, Oklahoma including supplements thereto prepared by Sterling Codifiers.

Moot.

- B. Approval of the emergency clause.

Moot.

- C. Discussion and possible action on a Resolution Notifying the public of publication of the February 2008 Codification to the “Warr Acres Municipal Code 2008”.

Attorney Jernigan stated that the code must be re-codified every 10 years and if supplements are done consistently then they meet the requirement. He said there are many problems with the code as it currently is and changes need to be made. He said that there are many references to obsolete codes. He said that when the city received the new supplement last year he thought it was re-codified because of the form that was presented to the city, however it was not, it was only a supplement that had been re-formatted. He said that they need to get away from the 1977 reference and they need to go through and make all necessary corrections and it will be very time consuming. He suggested that the Department Heads go through their portions and then give them to the committee to clean up. Councilman Owens volunteered to be on the committee along with Attorney Jernigan and they will also have the Planning Commission Chairman Jon Evans on the committee.

Motion by Johnson, second by Owens to approve the Resolution #444. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

- 24. Questions and Comments from Councilmembers.

Owens said that he wanted to let everyone know that the day care at Putnam City Methodist Church was closing after 52 years. He said that the parents were given letters when they dropped their children off on Monday telling them they would close as of Friday. He said that he has 4 children that attend there and while it will not cause a problem for his family there are others that are not so lucky. He said there are more children needing a day care than there are facilities available. He wanted to express gratitude to the Director and the staff for all that they have done and he said he wished that they could have worked something out.

- 25. Any Old or New Business (“New Business” is defined by the Open Meeting Act as any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda of a (“surprise nature”)).

Moot.

26. Adjournment.

Motion by Bricker, second by Owens to adjourn. Poll vote: Johnson, yea; Owens, yea; Bricker, yea; Gossman, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Pamela McDowell-Ramirez
City Clerk

MINUTES

**CITY OF WARR ACRES
PUBLIC WORKS AUTHORITY MEETING
TUESDAY
FEBRUARY 17, 2009
7:00 p.m.**

(Following completion of regularly scheduled City Council meeting)

1. The meeting was called to order at 8:25 p.m. Declaration of a quorum present was given.

ROLL CALL

PRESENT

Chairperson Marietta Tardibono
Vice-Chair Phil Owens
Trustee Dean Johnson
Trustee Richard Bricker
Trustee Mike Gossman
Trustee Nancy Olson

ABSENT

Trustee Doug Davis
Trustee Christian Portwood

2. Approve the minutes of the Warr Acres Public Works Authority Meeting of January 20, 2009. ****

Motion by Johnson, second by Gossman to approve the minutes. Poll vote: Johnson, yea; Owens, yea; Gossman, yea; Bricker, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

3. Approve payment of claim in the amount of \$64,582.68 to the Bethany-Warr Acres Public Works Authority for the Warr Acres portion of the Joint Trust and Bond Retirement for the month of January, 2009. ****

Motion by Owens, second by Gossman to approve the payment of the claim. Poll vote: Johnson, yea; Owens, yea; Gossman, yea; Bricker, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

4. Approval of payment of claims for the Sewer department. ****

Motion by Owens, second by Johnson to approve the payment of claims. Poll vote: Johnson, yea; Owens, yea; Gossman, yea; Bricker, nay; Olson, yea; and Tardibono, yea.

Motion Passed.

5. Adjournment.

Motion by Johnson, second by Owens to adjourn. Poll vote: Johnson, yea; Owens, yea; Gossman, yea; Bricker, yea; Olson, yea; and Tardibono, yea.

Motion Passed Unanimously.

The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Pamela McDowell-Ramirez
City Clerk